

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 19th day of February, 2003, by and between MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland(hereinafter referred to as the COUNTY), and Core Communications, Inc., 209 West Street, Suite 302, Annapolis, Maryland 21401 (hereafter referred to as "LICENSEE"). (COUNTY and LICENSEE together the "Parties").

WITNESSETH

In consideration of the fees herein after reserved and other good and valuable covenants and obligations as hereinafter contained, the Parties agree as follows.

1. (a) COUNTY hereby grants to LICENSEE a non-exclusive license to occupy and use, subject to all of the terms and conditions herein, space for a communications facility consisting of the equipment listed in Section 5 hereof ("Equipment") to be installed on the 250 foot tower located on the COUNTY'S property at 22149 Ridge Road, in Damascus, Maryland as more particularly described on Exhibit A attached hereto and made part hereof ("Property"). The designated location of the Equipment on the Property is shown on Exhibit B attached hereto and made a part hereof ("Premises"). No variation will be permitted without the prior written consent of the COUNTY. LICENSEE shall have the right of reasonable ingress and egress, twenty-four (24) hours per day seven (7) days per week, to install and maintain utility wires, pipes, cables, conduits, or other connections for use of its Equipment, subject to the restrictions in this paragraph. In the event that the LICENSEE desires access to the Property on weekends or prior to 7:00 A.M. or after 3:00 P.M., Monday through Friday, LICENSEE shall call the Manager at the Damascus Depot at 240-876-4602.

(b) At LICENSEE'S sole cost and expense and with minimal disruption to COUNTY, LICENSEE may install, erect, maintain and operate the Equipment and supporting structures thereto on the Premises. In connection therewith, LICENSEE may complete all work necessary to prepare the Premises for operation of the Equipment, including but not limited to installation of the transmission lines and appurtenances. Notwithstanding affixation to the Premises, title to the Equipment and all structures, transmission lines, cables, wires and conduits associated therewith installed by LICENSEE shall remain in the LICENSEE. LICENSEE may remove all or part of the Equipment at its sole expense on or before the expiration or earlier termination of this Agreement and shall make any necessary repairs to the Premises, normal wear and tear excepted, necessitated by such removal, as determined by COUNTY.

2. After completion of installation of the Equipment on the Premises, LICENSEE shall have an as-built drawing of the Premises made, which shall be attached hereto and made a part hereof. The LICENSEE must pay all costs associated with producing as built drawings acceptable to the COUNTY.

3. (a) This Agreement shall be for the term of five (5) years ("initial Term") commencing on the date (the "Commencement Date") which is 60 days after the issuance of a building permit issued with respect to the activities contemplated herein.

(b) This agreement may be renewed by the mutual agreement of the COUNTY and the LICENSEE for two (2) additional five (5) year terms ("Renewal Terms"), provided that the Parties hereto reach an agreement no later than six (6) calendar months prior to the end of the Initial Term or the then current Renewal Term on the Terms of this Agreement for the next five (5) year term, subject to a determination by the COUNTY that it can grant such an extension. The Parties agree to negotiate in good faith and that the renegotiated leased license fee shall be based on a reasonable determination of the fair market value for substantially similar licenses in the Washington, D. C. /Montgomery County areas.

(c) The annual license fee ("License Fee") for the initial five (5) year term is set forth below, payable in monthly installments, according to the following schedule: Year 1-\$9,000.00/\$750.00 per month, Year 2 -\$9,270.00/\$772.50 per month; Year 3-\$9,548.10/\$795.68 per month; Year 4- \$9,834.54 /\$819.54 per month; Year 5-\$10,129.57/\$844.13 per month, without set off or deduction or demand for payment, and is payable to Montgomery County, Maryland, Leasing Management, P.O. Box 62077, Baltimore, Maryland 21267-2077, or at such other place as the COUNTY may, from time to time, designate in writing at least thirty (30) days in advance of any fee payment date. The first month's License Fee shall be paid on the Commencement Date and thereafter paid in advance on the first day of each month, partial months to be prorated. Any License Fee payment or portion thereof received later than ten (10) days from after receipt of notice of such failure to pay from County shall be subject to a late fee of five percent (5%) of the fee in question. Should LICENSEE'S failure continue for more than thirty (30) calendar days after a monthly payment becomes due and payable, COUNTY shall have the right to terminate this Agreement for default, and pursue any other legal remedies available to COUNTY at law or under the terms of this Agreement.

4. Upon the expiration or earlier termination of this Agreement, the LICENSEE shall, within ninety (90) days of such expiration or termination, remove all of its equipment and facilities from the Property and the Premises. Licensee shall pay rent at the same rate as in effect immediately prior to such expiration or termination until such equipment and facilities are removed. If LICENSEE fails to remove its equipment from the Property or the Premises within the period specified herein, the COUNTY may remove the equipment upon written notice to LICENSEE provided that LICENSEE has not removed its equipment within thirty (30) days of such notice, and charge the LICENSEE for the cost of such removal with no liability of the COUNTY to turn over such equipment and facilities to LICENSEE.

5. LICENSEE shall use the Premises for the purpose of constructing, maintaining and operating a Communications Facility ("Facility") consisting of one (1) Parabolic Subscriber Antenna mounted to the existing tower at a height of 100 feet and one (1) box (10.75"H x 22.25"W x 25.25"L) for the enclosure of the radio equipment which shall be mounted to the tower leg, five (5) feet from the ground, and related wires, pipes, cables, conduits and other connections, as per Exhibit B. All work on the Premises and improvements thereto shall be at LICENSEE'S expense, and shall subject to review and approval of the COUNTY. LICENSEE

will maintain the Premises in good condition. It is understood and agreed that LICENSEE'S ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of certificates, permits, and any other approvals ("Approvals") required by any federal, state, or local authorities, including but not limited to the Montgomery County Telecommunications Tower Facility Coordinating Group, and the Department of Permitting Services. In the event that any such application should be finally rejected or any Approval is canceled, expires, lapses or is otherwise withdrawn or terminated by government authority, or; if LICENSEE in its sole discretion determines within ninety (90) days from the execution hereof, that it will be unable to use the Premises for its intended purposes, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE'S exercise of its right to terminate, shall be given to COUNTY in writing by certified mail, return receipt. All fees for all periods prior to the effective date of such termination shall be paid and retained by COUNTY.

6. LICENSEE hereby agrees to indemnify and hold the COUNTY harmless against any claims which may be made against the COUNTY for loss or damage to persons or Property caused by the LICENSEE'S use of the Property or installation, repair, or maintenance of the equipment by the LICENSEE.

7. LICENSEE shall obtain and maintain during the term of this Agreement and until all of LICENSEE'S obligations which survive termination of this Agreement have been completed, a policy of public liability and property damage insurance as per the attached Exhibit C attached hereto and incorporated herein.

8. LICENSEE, upon the expiration and termination of this Agreement, either by lapse of time or otherwise, shall peaceably surrender to COUNTY the Property and Premises in good condition.

9. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between COUNTY and LICENSEE, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by Parties.

10. This Agreement and the performances thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maryland.

11. This Agreement may not be sold, assigned or transferred.

12. All notices hereunder must be in writing and shall be deemed validly given if hand delivered to the other party or if sent by certified mail, return receipt requested, addressed as follows (or such other address as the party to be notified has designated to the sender by like notice):

COUNTY:

Montgomery County
Division of Real Estate Management
101 Orchard Ridge Drive, 2nd floor
Gaithersburg, Maryland 20878
Attention: Leasing Management
Tel. 240-777-6080
Fax. 240-777-6047

LICENSEE:

Core Communications, Inc.
209 West Street
Suite 302
Annapolis, Maryland 21401
Tel. 410-353-6016
Fax. 410-216-9867

With a copy that does not constitute notice to:

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

13. LICENSEE agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11-B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The LICENSEE assures the COUNTY that, in accordance with applicable law, it does not and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, sexual orientation or genetic status.

14. LICENSEE represents that it has not retained anyone to solicit or secure this Agreement from the COUNTY upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by the LICENSEE for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

15. LICENSEE understands that unless authorized under Section 11B-52 or Chapter 19A of the Montgomery County Code 1994, as amended, it is unlawful for a person transacting business with the COUNTY to employ a public employee for employment contemporaneous with his or her public employment.

16. It is expressly understood that the COUNTY shall not be construed or held to be a partner, co-venturer, agent or associate of LICENSEE; it being expressly understood that the relationship between the Parties hereto is and shall remain at all time that of the COUNTY and LICENSEE.

17. The LICENSEE shall attach, energize, and operate its antenna and related equipment at all times in such a manner that the reception and transmission signal of COUNTY are not interfered with or degraded. If any such interference occurs, in the reasonable assessment of the COUNTY, based upon verifiable data or testing, and is not corrected by LICENSEE within twenty-four (24) hours after written notification, the COUNTY shall have the right to require LICENSEE to shut down and repair LICENSEE'S equipment, except for brief tests (not to exceed 5-10 minutes every hour) to eliminate such interference. The COUNTY shall not be held responsible for any interference to LICENSEE'S equipment or operations, provided the COUNTY exercises due care and otherwise complies with this Agreement.

18. LICENSEE agrees to arrange for and to pay for all of the costs of providing separate metering for all utilities, which serve its operation on the Property. LICENSEE must pay the costs of any utility charges for the services provided to the LICENSEE for its operation on the Property.

19. Either Party shall be considered in default of Agreement upon the occurrence of any of the following:

(a) Failure to perform any term, covenant or condition of this Agreement and the continuance thereof for fifteen (15) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money or for thirty (30) days following receipt of written notice from the non-defaulting party specifying said failure with respect to a default which may not be cured solely by the payment of money. In either event, the non-defaulting Party may pursue any remedies available to it against the defaulting party under applicable law, including but not limited to, the right to terminate this Agreement.

(b) If the non-monetary default may not be reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

(c) In the event that the LICENSEE shall be found in default and shall fail to cure such default after notice given as set forth hereinabove, then the LICENSEE'S right to the Premises shall automatically be revoked.

20. Either Party shall have the right to terminate this Agreement upon the giving of two hundred seventy (270) days notice, effected by deliver of written notice of termination not less than two hundred seventy (270) days prior to the date upon which termination shall become effective.

21. LICENSEE warrants and represents that it will be solely liable for the clean-up and removal of Hazardous Substances that it generates, or causes to be placed on the Property as required by law.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have set their hand and affixed their respective seals the day and year first above written.

WITNESS:

COUNTY:

Montgomery County, Maryland

By: Rebecca S Domaruk

By: William H. Mooney
William Mooney, Assistant
Chief Administrative Officer

Date: 2/19/03

WITNESS:

LICENSEE:

Core Communications, Inc. :

By: Ch. Van de Berg
Christopher Van de Berg

By: Bret Mingo
Bret Mingo, President

Date: 1/23/03

Approved for legal form and legality:
Office of the County Attorney

Recommended:

By: Sileen B. Bryman
12/12/2002

By: J. Ronald Smith, Jr.
J. Ronald Smith, Chief
Division of Facilities and Services

WASHINGTON CR-RW
DAMASCUS

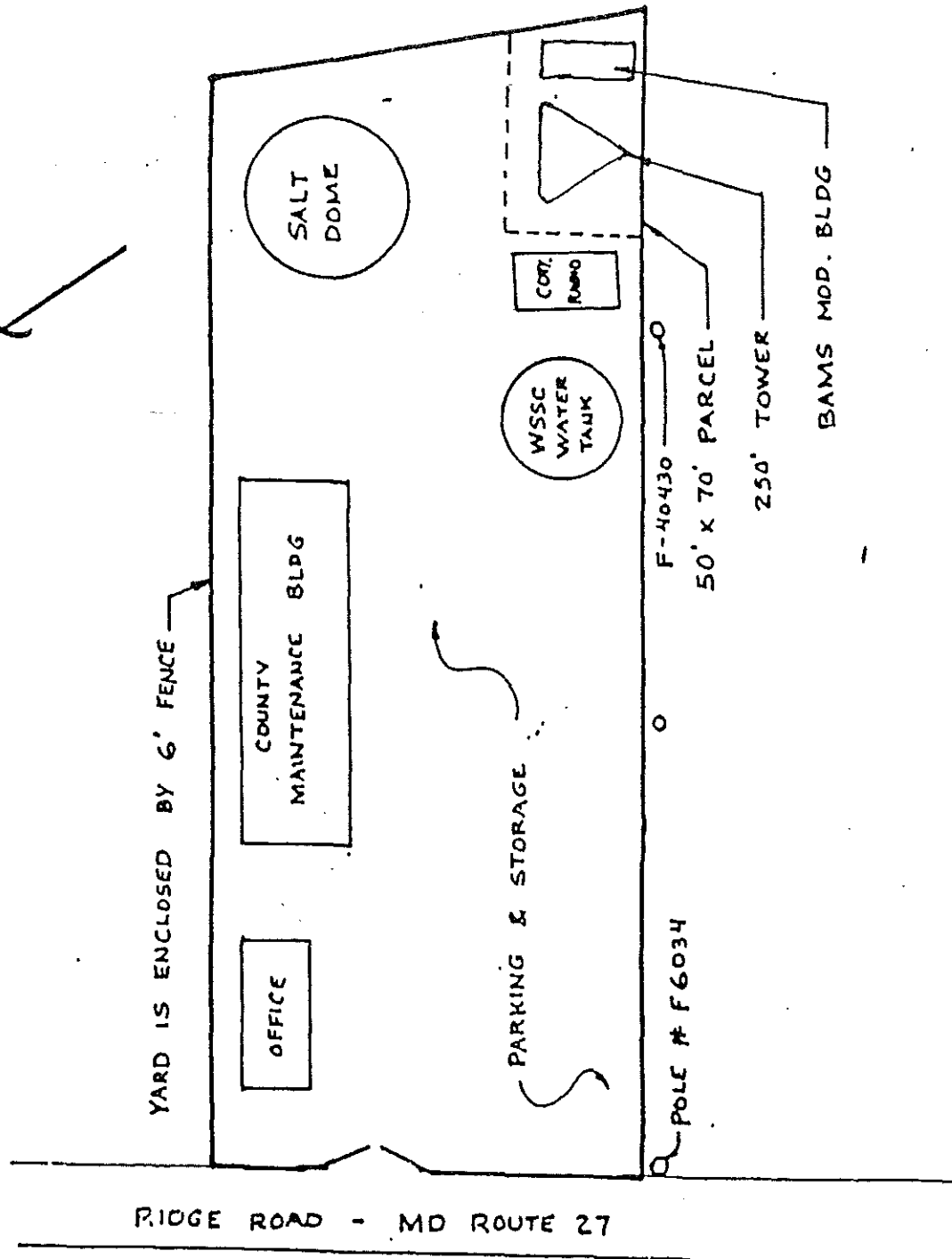
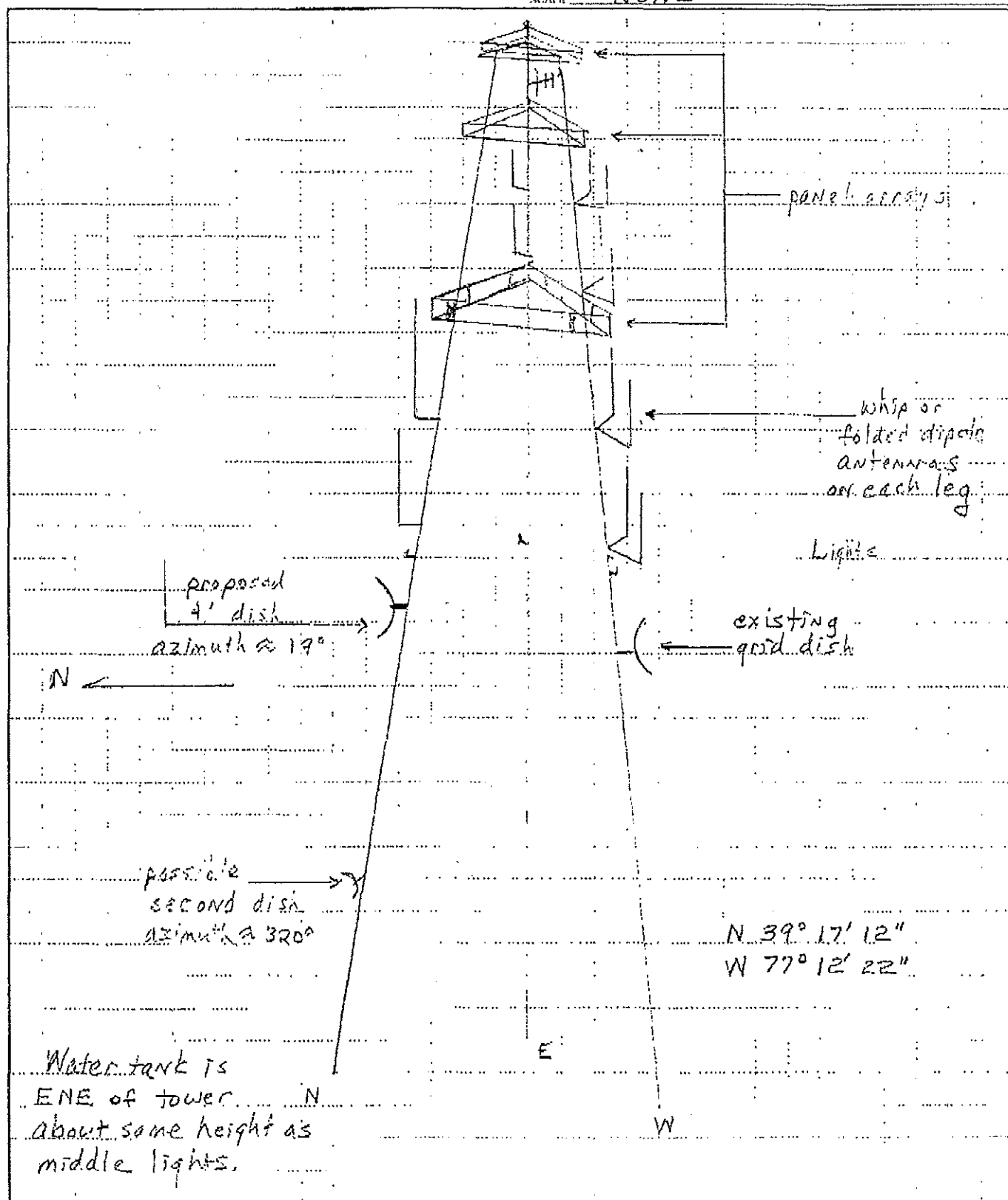


EXHIBIT "A"

JOB Core Communications Inc.SHEET NO. 1 OF 1CALCULATED BY VSG DATE 6/16/01

CHECKED BY _____ DATE _____

SCALE NONE

PROJECT 2001 (Sightlines) 05-1 (01/01/01)

Exhibit "B"

EXHIBIT C

MANDATORY INSURANCE REQUIREMENTS:

Commercial General Liability

A minimum limit of liability of **ONE MILLION DOLLARS (\$1,000,000)** combined single limit, for bodily injury and property damage coverage per occurrence including the following coverage:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations during and for two (2) years following completion of the work.

Automobile Liability Coverage

A minimum limit of liability of **ONE MILLION DOLLARS (\$1,000,000)** combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum limits:

- Bodily Injury by Accident - \$100,000 each accident**
- Bodily Injury by Disease - \$500,000 policy limits**
- Bodily Injury by Disease - \$100,000 each employee**

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
Leasing Management
101 Orchard Ridge Drive, 2nd Floor
Gaithersburg, Maryland 20878